

# TIME WARNER TELECOM

POWER DRIVING YOUR NETWORK

FRN 1394418

## INTERNET SERVICE AGREEMENT

<b>Contract Classification:</b>		<b>NEW</b>
<input checked="" type="radio"/> TWTC Standard Terms and Conditions Attached	<input type="radio"/> TWTC Standard Terms and Conditions On File	Date: _____
<input type="radio"/> Other Terms Agreement Attached	<input type="radio"/> Other Terms Agreement On File	Date: _____

**General Terms:** Customer also agrees to TWTC's Standard Terms and Conditions or Master Services Agreement referred to above and incorporated by this reference, which shall only apply to the Internet Services purchased hereunder.

**Usage:** The Customer will not originate the transmission of or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, extortion or infringement of trademark or copyright. Customer agrees to adhere to TWTC's Acceptable Use Policy ("AUP"), which is located at <http://www.time-warner.com/netinfo.php?file=2>, as the same may be modified from time to time.

**Customer Premises Equipment:** In the event Customer purchases any equipment from TWTC, the charges for which are set forth below, TWTC will provide the initial configuration, installation, and testing to ensure the equipment functions properly. TWTC otherwise provides the equipment "AS IS" and disclaims all warranties, express or implied, including the merchantability and fitness for a particular purpose. Once the equipment is installed and working, Customer assumes full responsibility for the equipment, including maintenance, repair, configuration, and troubleshooting. Customer may apply for a warranty or purchase a maintenance agreement directly from Cisco Systems, <http://www.cisco.com>. If Customer cancels or modifies an order to purchase customer premises equipment from TWTC prior to installation, rescheduling charges may apply.

<b>Customer Name:</b> <u>Calverton ISD</u>	<b>Account Number:</b> _____
<b>Service Address:</b> <u>Box T 3404 Avenale T</u>	<b>Billing Address:</b> <u>Calver</u>
<b>City, State, Zip:</b> <u>Calverton, TX 77840</u>	<b>City, State, Zip:</b> _____
<b>Phone/Fax:</b> <u>John Hicks</u>	<b>Billing Contact:</b> <u>John Hicks</u>
<b>Phone:</b> <u>409-752-5101</u>	<b>Phone:</b> <u>409-752-5101</u>
<b>Fax:</b> <u>409-752-5246</u>	<b>Fax:</b> <u>409-752-5246</u>
<b>Email:</b> <u>John.Hicks@calvertonisd.net</u>	<b>Email:</b> <u>John.Hicks@calvertonisd.net</u>

**Term:** 30 Months

Customer approves and accepts this Internet Service Agreement ("Agreement") which fully incorporates the attached Time Warner Telecom Standard Terms and Conditions or Master Services Agreement attached or referred to in this order. Detailed Installation Date is subject to Time Warner Telecom internal provisioning process, which are specific to service type, quantity, location and availability. Provisioning Internal begins after receipt of signed order and any other required documentation. This Time Warner Telecom account person will provide a two day date to customer upon receipt of all required information. Customer acknowledges that this individual executing this Agreement has full and complete authority to bind Customer.

Customer has read and agrees with the IP policy at <http://www.time-warner.com/netinfo.php?file=2>, the Acceptable Use Policy at <http://www.time-warner.com/netinfo.php?file=2>, and the Description of Service Policy at <http://www.time-warner.com/netinfo.php?file=2>

If Managed Security Services ("MSS") are included in this Agreement, Customer has read and agrees with the Managed Security Service Addendum attached hereto and incorporated herein by reference as Exhibit A.

Time Warner Telecom of Texas, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings Inc., its managing general partner

Accepted by TWTC:

Service Order Accepted by Customer:

Contract Name: Calverton ISD

Signature:

Name:

Title:

Date:

Sales Person:

Darin Cook

General Manager

26-Feb-05

Ray Martinez

Signature:

Name:

Title:

Date:

John Hicks  
John Hicks  
Superintendent of Schools  
Feb 18, 2005

**Exhibit I**

**BEN: 141339**

**Form 471 Application Number: 495787**

# the Origin group

June 21, 2007

Federal Communications Commission  
Office of the Secretary  
445-12<sup>th</sup> Street, SW  
Washington, DC 20554

As pertains to:  
Applicant: Galveston Independent School District  
BEN: 141339  
Funding Year: 2006  
Form 471 Application Number: 495787  
Funding Commitment Decision: Denied

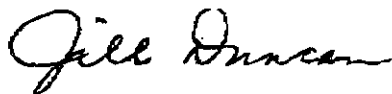
To Whom It May Concern:

Please accept this letter as certification of the following statements:

- The Origin Group does not now represent nor has ever represented or provided services to Galveston Independent School District as a Service Provider of E-Rate-eligible services.
- As employees of the Galveston Independent School District, Christopher Webber, Executive Director of Management Information Systems & Instructional Technology, and Nunzio Arcidiacono, Director of Purchasing, conducted the 2006 E-Rate competitive bidding process.
- Christopher Webber and Nunzio Arcidiacono have never been employees of The Origin Group, LLC.

Please contact me if additional information is needed.

Sincerely,



Jill Duncan  
Vice President  
The Origin Group